



INTRLOC_00 WSDOT

File Location

Vendor Name

Document Type: Interlocal Amendment
Vendor Name: WSDOT
PO# Location: INTRLOC-001
Effect Date: 12/1/2015
Term Date: 8/19/2025
CR#: 57260
Related CR#: 55972
Ordinance: 6235
Resolution:
Leg Date: 7/6/2015 PW-M-2
Vendor #: 73423
Description: AMD#1 GRANT FUNDING FOR PEDESTRIAN AND BICYCLE
PROGRAM FOR 140TH AVE NE PEDESTRIAN CROSSING
PO 1510445-001 X-REF 55972

WSDOT
8/19/2025

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
10/31/2015
901-279304



**Washington State
Department of Transportation**

AGENCY

**Supplement - Local Programs
State Funding Agreement**

1510445-001

CR# 57260 DATE 1-5-16 LOC INTRUC-001

Agency City of Bellevue		Supplement Number 1
Project Number HLP-PB15(002)	Agreement Number LA 8750	

This supplemental agreement is made and entered into _____

All provisions in the AGREEMENT identified above remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Project Description ☒ No Change

Name 140th Ave NE Pedestrian Crossings

Location North of NE 8th St. and the vicinity of NE 12th St.

Description of Work ☒ No Change

Reason for Supplement

Bids came in lower than expected, trying to maximize grant funding.

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated State Funds
PE	a. Agency	15,000.00		15,000.00	15,000.00	
	b. Other					
	c. Other					
	d. State					
	e. Total PE Cost Estimate(a+b+c+d)	15,000.00		15,000.00	15,000.00	
Right of Way	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction	k. Contract	352,445.00	-27,807.00	324,638.00		324,638.00
	l. Other <i>Non-participatory</i>	21,236.00	-21,236.00	0.00		
	m. Other					
	n. Other					
	o. Agency	42,000.00		42,000.00	14,193.00	27,807.00
	p. State	2,000.00		2,000.00		2,000.00
	q. Total CN Cost Estimate(k+l+m+n+o+p)	417,681.00	-49,043.00	368,638.00	14,193.00	354,445.00
	r. Total Project Cost Estimate (e+j+q)	432,681.00	-49,043.00	383,638.00	29,193.00	354,445.00

AGENCY

By: _____

Title: Transportation Director

Date: 6/3/15

STATE

By: _____

Director, Local Programs

Date: DEC 01 2015

140th Avenue NE Pedestrian Crossing

Contract (Low Bid)	\$	295,125.00
10% Contingency	\$	29,512.50
	\$	324,637.50

CN Inspection	\$	20,000.00
CN Admin	\$	20,000.00
Permits	\$	2,000.00
State Services	\$	2,000.00
	\$	44,000.00

Total CN after bid	\$	368,637.50
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Local Programs State Funding Agreement Work by Public Agencies		Agency and Address City of Bellevue 140th Avenue NE Pedestrian Crossings
Agreement Number LA-815U	Maximum Amount Authorized \$354,445.00	Location and Description of Work (See also Exhibit "A") Construct two mid-block crossing on 140th Avenue NE north of NE 8th St. and in the vicinity of NE 12th St. The project includes pedestrian activated crosswalk beacons, curb ramps, median refuge island improvements, street lights and streetscaping.
Participating Percentage 100%	Project Number HLP-PB15(002)	

This AGREEMENT is made and entered into this 19th day of August ~~July~~, 2015 between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE	a. Agency	15,000.00	15,000.00	
	b. Other			
	c. Other			
	d. State			
	e. Total PE Cost Estimate (a+b+c+d)	15,000.00	15,000.00	
Right of Way	f. Agency			
	g. Other			
	h. Other			
	i. State			
	j. Total RW Cost Estimate (f+g+h+i)			
Construction	k. Contract	352,445.00		352,445.00
	l. Other Contract - Non-Participating	21,236.00	21,236.00	
	m. Other			
	n. Other			
	o. Agency - Non-Participating	42,000.00	42,000.00	
	p. State	2,000.00		2,000.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	417,681.00	63,236.00	354,445.00
	r. Total Project Cost Estimate (e+j+q)	432,681.00	78,236.00	354,445.00

I General

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

II Payment

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

III Audit

The AGENCY agrees that an audit may be conducted by the STATE.

During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title: Director of Transportation

Date: 8/4/15

IV Legal Relations

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

V Nondiscrimination

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

VI Venue

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

VII Termination

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

VIII Final Report and Final Inspection

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

IX Supplement

This agreement may be modified or supplemented only in writing by both parties.

STATE

By: _____

Director, Local Programs

Date: AUG 19 2015



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 27, 2015

Mr. Dave Berg
Transportation Director
City of Bellevue
PO Box 90012
Bellevue, Washington 98009-9012

City of Bellevue
140th Ave NE Ped Crossings
HLP-PB15(002)
2015 Pedestrian and Bicycle Safety

Dear Mr. Berg:

The above project has received fund authorization, effective August 19, 2015, as follows:

PHASE	TOTAL	STATE SHARE
Construction	\$432,681	\$354,445

Enclosed for your information and file is a fully executed copy of Local Programs State Funding Agreement LA-8750 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

All future correspondence relating to the project is to be submitted to your Region Local Programs Engineer, Ed Conyers at (206) 440-4734.

Sincerely,

Stephanie Tax
Manager, Program Management
Local Programs

ST:ds:ac

Enclosures

cc: Ed Conyers, Northwest Region Local Programs Engineer, MS NB82-121

140th Ave SE north of NE 8th str. and vic. of NE 12th

6/23/2015

Mid-Block Crosswalks with RRFBs

B. I. No.		Bid Item Description	Quantity	Unit Measure	Unit Price	Cost
1	1-07	SPCC Plan	1	LS	\$1,500.00	\$1,500.00
2	1-07	Potholing	1	FA	\$10,000.00	\$10,000.00
3	1-09	Mobilization	1	LS	\$37,000.00	\$37,000.00
4	1-10	Traffic Control Supervisor	1	LS	\$5,000.00	\$5,000.00
5	1-10	Flaggers, Spotters, and Other Traffic Control Labor	640	Hour	\$50.00	\$32,000.00
6	1-10	Other Temporary Traffic Control	1	LS	\$5,000.00	\$5,000.00
7	2-01	Cleaning and Grubbing	1	LS	\$2,000.00	\$2,000.00
8	2-01	Roadside Cleanup	1	FA	\$15,000.00	\$15,000.00
9	2-02	Remove Asphalt Concrete Pavement	280	SY	\$17.00	\$4,760.00
10	2-02	Remove Cement Concrete Sidewalk	140	SY	\$10.00	\$1,400.00
11	2-02	Remove Cement Concrete Curb and Gutter	165	LF	\$10.00	\$1,650.00
12	2-02	Remove Vertical Concrete Curb	240	LF	\$10.00	\$2,400.00
13	2-03	Roadway Excavation Incl. Haul	1	LS	\$5,000.00	\$5,000.00
14	4-04	Crushed Surfacing Top Course	90	TON	\$35.00	\$3,150.00
15	5-04	HMA Cl. 1/2, PG 64-22	90	TON	\$130.00	\$11,700.00
16	7-15	1"x1" Single Water Service and Meter	1	LS	\$6,000.00	\$6,000.00
17	8-01	Erosion/Water Pollution Control	1	LS	\$15,000.00	\$15,000.00
18	8-01	Inlet Protection	3	EA	\$75.00	\$225.00
19	8-01	Turbidity and pH Monitoring	40	EA	\$150.00	\$6,000.00
20	8-02	Topsoil Type A	145	CY	\$50.00	\$8,700.00
21	8-02	Property Restoration	1	FA	\$15,000.00	\$15,000.00
22	8-04	Cement Conc. Traffic Curb and Gutter	165	LF	\$30.00	\$4,950.00
23	8-04	Cement Conc. Traffic Curb	570	LF	\$30.00	\$17,100.00
24	8-04	Cement Conc. Pedestrian Curb	185	LF	\$40.00	\$8,600.00
25	8-09	Raised Pavement Markers Type 1	65	EA	\$5.00	\$325.00
26	8-09	Raised Pavement Markers Type 2	50	EA	\$5.00	\$250.00
27	8-14	Cement Concrete Sidewalk	70	SY	\$50.00	\$3,500.00
28	8-14	Cement Concrete Sidewalk Curb Ramp	90	SY	\$150.00	\$13,500.00
29	8-20	Rectangular Rapid Flash Beacon System Complete North of NE 8th	1	LS	\$30,000.00	\$30,000.00
30	8-20	Rectangular Rapid Flash Beacon System Complete vic of NE 12th	1	LS	\$30,000.00	\$30,000.00
31	8-20	Illumination System Complete North of NE 8th	1	LS	\$20,000.00	\$20,000.00
32	8-20	Illumination System Complete vic of NE 12th	1	LS	\$20,000.00	\$20,000.00
33	8-21	Permanent Signage	1	LS	\$3,000.00	\$3,000.00
34	8-22	Plastic Crosswalk Line	200	SF	\$10.00	\$2,000.00

CONSTRUCTION COST ESTIMATE	\$338,710.00
10 % CONTINGENCY	\$33,871.00
SUBTOTAL	\$373,681.00
CONSTRUCTION INSPECTION	\$20,000.00
CONTRACT ADMINISTRATION AND MANAGEMNET	\$20,000.00
ROW and Clear&Grade Permits	\$2,000.00
SUBTOTAL	\$42,000.00
TOTAL CONSTRUCTION PROJECT COST	\$415,681.00
ENGINEERING STUDIES, PUBLIC OUTREACH AND DESIGN COST	\$0.00
State Services	\$2,000.00
TOTAL PROJECT COST	\$417,681.00

Assumptions:
1. Total number of working days 40
2. Traffic lane closures per ROW Permit

57260
CR #: ~~57260~~ Date: 1-5-16 Loc: INTRLOC⁸⁰¹ PO #: 1510445-001



City of Bellevue
Finance - Contracting Services
425-452-7876

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
140th Avenue NE Pedestrian Crossing Project
Agreement Description:
Local Agency Supplement #1
Agreement Form:
Vendor Agreement Document

Agreement Type: Grant
Document Type: Funding Agreement
Agreement Manager: Toni Finco
Agreement Amount: \$0.00
Total Aggregate Value: \$354,445.00

Project Information:

Project Name: 140th Ave NE Pedestrian Crossing
Department: Transportation
Requirement and list source explanation:

Project Manager: Darek Jarzynski
Are matching funds required on this project? Yes

GR non financial line

Granting Organization Information:

Funding Agency: State of Washington
Administrative Agency: Washington State Department of Transportation
Administrative Agency JDE Vendor #: 73423
Funding Program Name: State Pedestrian/Bicycle Program

Agreement Terms:

Original Effective Date: 08/19/2015 (actual date) **End Date:** 08/19/2025 (estimated date)

Related Agreement Information:

Is this a renewal/amendment? Yes

Amendment #: 1
Amendment Effective Date: 08/19/2015
Original PO #:

Original Agreement Amount: \$354,445.00
Total Value of Previous Amendments:

Council Approval:

Council Award Date: 7/6/2015 **Ordinance #:** 6235 **Resolution #:**

Route:

Procurement Services:

Accounting:

Information Technology:

Legal:

Insurance Reviewed By:

Department Director:

Procurement Services:

Return To:

	In	Out
Procurement Services:	10/5/15	10/5/15
Accounting:	10/5/15	10/5/15
Information Technology:	Not Required	
Legal:	10/05/15	10-5-15
Insurance Reviewed By:	10/06/15	10-6-15
Department Director:	10/13/15	10/13/15
Procurement Services:	1/4/16	1/4/16
Return To:	Toni Finco	

CONTRACT FACE SHEET

Document Type:☐ Contract☐ MOU☐ Interlocal Agreement☐ Notice of Acceptance☐ Retainage☐ Franchise Agreement☐ Right of Way Use Agreement☐ Lien☐ Correspondence☐ Collective Bargaining Agreement☒ Grant**Status:**☐ New☒ Amendment☐ Change Order☐ Renewal☐ Cancellation***Funding Source:**State - Indirect***Administrative Agency:**Washington State Department of Transportation***Funding Agency:**State of Washington***Project Name:**140th Ave NE Pedestrian Crossing***Department:**Transportation**JDE Project Number:**1510445.00V**JDE Vendor Number:**73423**Original Effective Date:**08/19/2015**Agreement Termination Date:**08/19/2025**Budget Fund:**Minor Capital - Traffic Operations**CIP Plan Number:**PW-M-2**Ordinance Number:**6235**Resolution Number:****Grant Number:****Clerk's Receiving #:****Related Clerk's Receiving #:**

*Denotes mandatory fields.

Face Sheet Date: _____

Scan Date: _____

Index Date: _____